

Chicago and North Western
Transportation Company

RECORDATION NO. 18443 FILED 1425

JAN 5 - 1994 - 9 30 AM

INTERSTATE COMMERCE COMMISSION



One North Western Center
Chicago, Illinois 60606

Law Department
Direct Dial Number
(312) 559-6067

0100081001

January 3, 1994

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

RECORDATION NO. 18443 FILED 1425

JAN 5 - 1994 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

LICENSEE REG BRANCH

RECEIVED
OFFICE OF THE
SECRETARY
JAN 5 9 24 AM '94

RE: Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not it its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts of the Amendment to Lease Supplement (CNW 1993-B) No. 2 dated as of December 30, 1993, between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts of the Amendment to Indenture Supplement (CNW 1993-B) No. 2, dated as of December 30, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture

Camryn D. Ched

Mr. Sidney Strickland, Jr.
January 3, 1994
Page 2

Trustee.

The names and addresses of the parties to the above agreements are as follows:

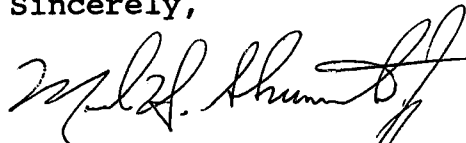
Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe Street
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign the next sub-file recordation numbers to the Amendment to Lease Supplement No. 2 and the Amendment to Indenture Supplement No. 2, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



Mack H. Shumate, Jr.
General Solicitor

MHS\jas

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/5/94

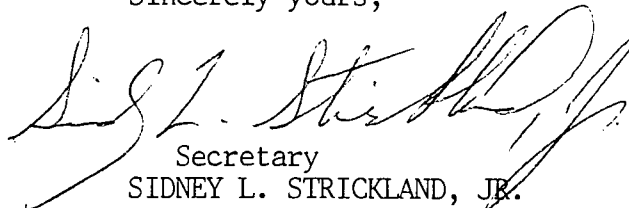
OFFICE OF THE SECRETARY

Mack H Shumate, Jr.
Chicago & Northwestern Transp. Co.
One North Western Center
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **1/5/94** at **9:30am**, and assigned
recordation number(s). **18443-G & 18443-H**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

JAN 5 - 1994 - 9 30 AM

AMENDMENT NO. 1 (CNW 1993-B)

INTERSTATE COMMERCE COMMISSION

Dated December 30, 1993

to

LEASE SUPPLEMENT (CNW 1993-B) NO. 2

Dated as of December 30, 1993

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS AMENDMENT NO. 1 TO LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS AMENDMENT NO. 1 TO LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 199_, at __:__.M.
Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 199_, at __:__.M.

AMENDMENT NO. 1 (CNW 1993-B)

TO

LEASE SUPPLEMENT (CNW 1993-B) NO. 2

AMENDMENT NO. 1 (CNW 1993-B) dated December 30, 1993 to **LEASE SUPPLEMENT (CNW 1993-B) No. 2** dated as of December 30, 1993 (this "Amendment No. 1") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of Lease Supplements for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

WHEREAS, the Lease was supplemented by Lease Supplement (CNW 1993-B) No. 1 dated as of November 30, 1993 and by Lease Supplement (CNW 1993-B) No. 2 dated as of December 30, 1993 ("Lease Supplement No. 2");

WHEREAS, pursuant to Lease Supplement No. 2, Lessor confirmed delivery and leased to Lessee, and Lessee confirmed acceptance and leased from Lessor, under Lease Supplement No. 2, the Units set forth on Schedule 1A thereto;

WHEREAS, because such Units were not delivered to Lessor on November 30, 1993 as anticipated, the Equipment Costs for the November 30, 1993 Funding Date are lower than those set forth in Schedules 1 and 2 of the Participation Agreement;

WHEREAS, in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant has recalculated the payments of Basic Rent, Stipulated Loss Values and Termination Values, as originally set forth in Schedules 3, 4 and 5, respectively, thereto and set forth the revised Basic Rent, Stipulated Loss Values and Termination Values in Schedules 1, 2 and 3, respectively, to the Adjustment Event Certificate (CNW 1993-B) dated December 30, 1993 (the "Adjustment Event Certificate"); and

WHEREAS, the Lessor and the Lessee wish to amend Lease Supplement No. 2 to acknowledge the revision of the Basic Rent, Stipulated Loss Values and Termination Values schedules referred to therein.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Paragraph 5.a. of Lease Supplement No. 2 is hereby amended in its entirety to provide that the Rental Factors, Stipulated Loss Values and Termination Values applicable in respect of such Units are set forth, respectively, on Schedules 1, 2 and 3 to such Adjustment Event Certificate.

2. This Amendment No. 1 shall be construed in connection with and as part of the Lease and Lease Supplement No. 2, and all terms, conditions and covenants contained in the Lease and Lease Supplement No. 2 shall be and remain in full force and effect.

3. This Amendment No. 1 may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

4. This Amendment No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment No. 1 to Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA
Title: VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 

Name: Thomas A. Tingleff
Title: Sr. V.P. Finance & Acctg.

Receipt of the original
counterpart of the foregoing
Amendment No. 1 to Lease Supplement
is hereby acknowledged this
30th day of December, 1993.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 

Name: KEVIN O. HEALEY
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 30th day of December, 1999, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Valerie Barrow

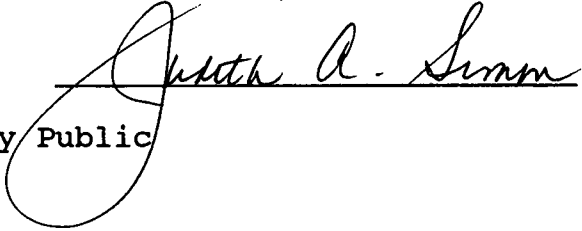
Notary Public

My commission expires

VALERIE BARROW
Notary Public, State of New York
No. 31-4986266
Qualified in New York County
Term Expires Sept. 9, 1999

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 30th day of December, 1993, before me personally appeared Thomas A. Tingleff, to me personally known, who, by me being duly sworn, says that he is a Sr. Vice Pres.-Fin. & Acctg of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires

OFFICIAL SEAL
JUDITH A. SIMON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-10-97